



State of Arizona

Department of Education

Invitation For Bid

Cover Page

Arizona Department of Education
Procurement Section/3rd Floor
1535 W. Jefferson Street, Bin 37
Phoenix, AZ 85007
Phone: (602) 364-2517
Fax: (602) 364-0598

Solicitation Number: ED07-0046

Solicitation Due Date / Time: May 18, 2007, at 3:00 P.M. Mountain Standard Time

Submittal Location: Arizona Department of Education
Contracts Management Unit/3rd Floor
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

Description of Procurement: Copy Center Equipment

The goods and/or supplies, or equipment being purchased under this IFB have been designated as "Brand Name or Equal"

Pre-Offer Conference Date, Time and Location: May 10, 2007, at 9:00 A.M. Mountain Standard Time
1535 W. Jefferson, Room 417, Phoenix, AZ 85007

In accordance with A.R.S. § 41-2533, competitive sealed bids for the materials or services specified will be received by the Arizona Department of Education's Contracts Management Unit at the above specified location until the time and date cited. Offers received by the correct time and date will be opened and the name and bid price of each Offeror will be publicly read.

Offers must be in the actual possession of the Arizona Department of Education's Contracts Management Unit on or prior to the time and date, and at the submittal location indicated above. ***Late offers will not be considered.***

Offers must be submitted in a sealed envelope or package with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope or package. All offers must be completed in ink or typewritten. Additional instructions for preparing an offer are included in this Solicitation.

Persons with disabilities may request special accommodations such as interpreters, alternate formats, or assistance with physical accessibility. Requests for special accommodations must be made with 72 hours prior notice. Such requests are to be addressed to the Solicitation Contact Person or Procurement Officer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

Richard Adickes
Procurement Officer

(602) 364-2517
Telephone Number

May 2, 2007
Date

OFFER AND AWARD



ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED07-0046

OFFER

The Undersigned hereby offers and agrees to furnish the materials, service(s) or construction in compliance with all the terms, conditions, specifications and amendments in the solicitation.

Company Name

Name of Person Authorized to Sign Offer

Street Address

Title of Authorized Person

City State Zip Code

Signature of Authorized Person

Telephone Number: _____

Facsimile Number: _____

Offeror's Arizona Transaction (Sales) Privilege Tax License Number: _____

Offeror's Federal Employer Identification Number: _____

Acknowledgement of Amendment(s);
*(Offeror acknowledges receipt of amend-
ment(s) to the Solicitation for Offers and
related documents numbered and dated.*

Amendment No. Date

Amendment No. Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD

(For State of Arizona Use Only)

Your Offer, dated _____, is hereby accepted as described in the Notice of Award. You are now bound to perform based upon the solicitation and your Offer, as accepted by the State.

This Contract shall henceforth be referred to as Contract Number ED07-0046.

You are hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until you receive an executed purchase order, contract release document, or written notice to proceed, if applicable.

State of Arizona

Awarded this _____ day of _____ 2007.

Douglas C. Peeples, CPPB, CPCP
Chief Procurement Officer

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Contract Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

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SECTION 1

SPECIFICATIONS / SCOPE OF WORK

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED07-0046

SPECIFICATIONS

1. Equipment Relocation

Relocation of one Canon CLC5000 (Serial Number MSU-00175) and one CLC3200 (Serial Number MSK-01692), to include:

- A. Removing the CLC5000, located at 1535 W Jefferson, from the current EFI MicroPress system and moving the CLC5000 to a new location at 1535 W Jefferson. Connect the moved equipment to an existing EFI Balance Operating System including any and all required software and hardware. Complete EFI Balance Training
- B. Removing the CLC3200 from 1535 W Jefferson Ave and moving the equipment to 2005 N Central Ave. Connect the moved equipment to the ADE network.

The above equipment is under contract with Canon Business Solutions West. A Certificate of authorization from Canon Business Solutions West must be submitted with bid.

Vendors are required to inspect equipment locations before bidding.

2. Equipment Purchase and Installation

NOTE: Equipment purchased under this IFB is designated "Brand Name or Equal".

- A. Purchase of one Canon CLC5100 equipped with the following options:
 - Document Feeder E3
 - Stack Bypass Alignment Tray
 - Nagel Booklet Maker FN5
 - EFI MicroPress Connectivity Kit
 - Full Connection to an EFI MicroPress Operating System
 - EFI Balance Connectivity Kit
 - Full connection to an existing EFI Balance operating system
 - Digital Surge Protectors for all Connections
- B. Purchase of one Canon ImageRunner 7105 equipped with the following options:
 - Side Paper Deck X1
 - Saddle Finisher V2
 - Document Insertion Unit C1
 - Digital Surge Protectors for all Connections
 - EFI MicroPress Connectivity Kit

Bids shall include equipment delivery and installation and complete EFI MicroPress training

Bids shall include a separate listing of all optional features, components and accessories available to enhance functionality and increase productivity. The bids shall also include separate line item pricing for all listed optional features.

Connection to existing EFI Micropress, EFI Balance systems must be provided by vendor. A certificate of authorization from Canon Business Solutions West must be submitted with bid.

| |
|--|
| <p>SECTION 1 SPECIFICATIONS / SCOPE OF WORK</p> |
| <p>ARIZONA DEPARTMENT OF EDUCATION Contracts Management Unit 1535 West Jefferson Street, Bin #37 Phoenix, Arizona 85007</p> <p>SOLICITATION NO. ED07-0046</p> |

The contact to obtain the certificate of authorization at Canons Business Solutions West is:

Ms. Linden Ward
3003 N. Central Avenue, Suite 126
Phoenix, AZ 85012
(602) 385-8110
lward@solutions.canon.com

SECTION 2 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
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Phoenix, Arizona 85007

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1. **Definition of Terms Used in These Special Terms and Conditions.** As used in these Special Terms and Conditions, the following terms, in addition to those terms defined in Section 3, Paragraph 1, have the following meaning:

- A. "ADE" means the Arizona Department of Education.
- B. "Department" means the Arizona Department of Education.
- C. "Information Technology" means all computerized and auxiliary automated information processing, telecommunications and related technology, including hardware, software, firmware, vendor support and related services, and equipment (including without limitation, computers, data processors, microprocessors, calculators, programmable systems and other electronic devices).

2. **Changes.**

- A. The Procurement Officer may at any time, by written order, and without notice to the sureties, if any, make mutually acceptable changes within the general scope of this Contract in any one or more of the following:
 - (1) Drawings, designs, or specifications when the supplies to be furnished are to be specifically manufactured for the State in accordance with the drawings, designs, or specifications.
 - (2) Method of shipment or packing.
 - (3) Place of delivery.
- B. If any such change causes an increase or decrease in the cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed by the order, the Procurement Officer shall make an equitable adjustment in the Contract price, the delivery schedule, or both, and shall modify the contract.
- C. The Contractor must assert its right to an adjustment under this provision within 30 days from the date of receipt of the written order. However, if the Procurement Officer decides that the facts justify it, the Procurement Officer may receive and act upon a proposal submitted before final payment of the Contract.
- D. If the Contractor's proposal includes the cost of property made obsolete or excess by the change, the Procurement Officer shall have the right to prescribe the manner of the disposition of the property.
- E. Failure to agree to any adjustment shall be a dispute under the Contract Claims provision of this Contract. However, nothing in this provision shall excuse the Contractor from proceeding with the Contract as changed.

3. **INDEMNIFICATION CLAUSE:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "State") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the

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State shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the State, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.

4. **INSURANCE REQUIREMENTS:**

Contractor and subcontractors shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.

A. **MINIMUM SCOPE AND LIMITS OF INSURANCE:** Contractor shall provide coverage with limits of liability not less than those stated below.

1. **Commercial General Liability – Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability and XCU coverage.

- General Aggregate \$2,000,000
 - Products – Completed Operations Aggregate \$1,000,000
 - Personal and Advertising Injury \$1,000,000
 - Each Occurrence \$1,000,000
 - Blanket Contractual Liability – Written and Oral \$1,000,000
 - Fire Damage (Any one fire) \$1,000,000
- a. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.”***
 - b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

2. **Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL) \$1,000,000

- a. The policy shall be endorsed to include the following additional insured language: ***“The***

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State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor."

3. **Worker's Compensation and Employers' Liability**

| | |
|-------------------------|-------------|
| Workers' Compensation | Statutory |
| Employers' Liability | |
| Each Accident | \$ 500,000 |
| Disease – Each Employee | \$ 500,000 |
| Disease – Policy Limit | \$1,000,000 |

- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

4. **Installation Floater \$500,000.00**

- a. The State of Arizona, Contractor, subcontractor and any others with an insurable interest in the work shall be **Named Insureds** on the policy.
- b. Coverage shall be written on an all risk, replacement cost basis and **shall include coverage for flood and earth movement** as well as coverage for losses that may occur during **equipment testing**.
- c. Policy shall be maintained until whichever of the following shall first occur: (1) final payment has been made; or, (2) until no person or entity, other than the State of Arizona, has an insurable interest in the property required to be covered.
- d. Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the State of Arizona.
- e. The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the Contractor and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.
- f. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by the Contractor for the State of Arizona.
- g. Contractor is responsible for the payment of all deductibles under the Installation Floater policy.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies shall include, or be endorsed to include, the following provisions:

1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

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- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the person named in paragraph 22.D of this section, and shall be sent by certified mail, return receipt requested.
- D. **ACCEPTABILITY OF INSURERS:** Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the person named in paragraph 22.D of this section. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **APPROVAL:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- H. **EXCEPTIONS:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
5. **Contract Term.** The initial term of this Contract shall commence on the date the Procurement Officer signs the Offer and Acceptance Form, signifying ADE's acceptance of the Offeror's proposal and will remain in effect through June 30, 2008, unless terminated, canceled, or extended as otherwise provided herein.
6. **Option to Renew Contract.** This Contract shall not bind nor purport to bind ADE and the Contractor for any contractual commitment in excess of the original contract term. ADE shall have the right, at its sole option, to renew the Contract, in one year increments, not to exceed a total contracting term of five years. If ADE exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the option terms.

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7. **Price Adjustments.** Prices shall remain as bid for the initial term of this Contract, though, after that initial term the Contractor may request a price adjustment for products or services delivered under this Contract. Any requested price adjustment shall be fully documented to indicate reason or cause for the request. The Procurement Officer will analyze the request and compare it against market prices, trade publications, and the Consumer Price Index. If the Procurement Officer and the Contractor agree to a price adjustment, it shall be effected through a written bi-lateral contract amendment. Price adjustments shall become effective upon signature of the Procurement Officer, or as mutually agreed, though, at no time, shall upward price adjustments be retro-active.
8. **Contractor Personnel Assignments.**
- Selection of Contractor personnel for a specific assignment will be based on particular expertise needed, availability of insurance, availability of Contractor personnel at the time, Contractor project experience, and other factors related to the assignment. Specifically, the following requirements and conditions apply:
- A. Before making a referral of one of its employees, the Contractor shall assure themselves that the individual to be assigned is familiar with the services to be performed. All work performed under the initial equipment warranty period and under any extended service maintenance provisions shall be done solely by OEM trained/qualified technicians.
 - B. The contractor shall maintain all equipment purchased herein in accordance with all manufacturers recommended service/maintenance schedules and/or as required to maintain the equipment and its operation in accordance with the original manufacturer's specifications. Service technicians shall be capable of diagnosing equipment /technical problems, obtaining required components/parts/software and initiating all on site repairs required to bring equipment back up to OEM operating specifications within the time frame stated in paragraph 17.
 - C. The ADE reserves the right to confirm that all service maintenance technicians have proper OEM training before commencement of work. Any service maintenance technician found to be non-compliant to this section shall be immediately removed and replaced (with a qualified technician) by the contractor.
9. **Inclusive Offeror**
- Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
10. **Cooperation With Other Contractors and Subcontractors.** The Contractor shall fully cooperate with other ADE contractors, subcontractors and assigns and shall carefully plan and perform its own work to accommodate the work of other ADE contractors. The Contractor shall not intentionally commit or permit any act which will interfere with the performance of work by any other ADE contractors.
11. **Contractor's Warranty**
- A. All items furnished under this Contract shall conform to the requirements of this Contract and shall be free from defects in design, materials and workmanship.
 - B. The warranty period for workmanship, materials and consumables shall be for an initial period of ninety (90)

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days and commence upon acceptance by ADE. The Contractor shall indicate on the Price Sheet the duration of the warranty and any applicable limitations or conditions which may apply.

- C. The Contractor agrees that he will, at his own expense, provide all labor and parts required to remove, repair or replace, and reinstall any such defective workmanship and/or materials which becomes or is found to be defective during the term of this warranty. The Contractor shall guarantee the equipment to be supplied complies with all applicable regulations. All defective or unserviceable "worn" parts shall be replaced with OEM parts. All replacement parts shall carry the manufacturer's standard warranties. Parts shall include, all like transfer parts, PM Kits.

12. **Extended Service Maintenance Program**

- A. The contractor shall be responsible for providing extended full service maintenance program for all equipment purchased by the ADE. This extended service maintenance program shall meet the minimum requirements established herein. At a minimum the extended full service maintenance program shall provide preventative service maintenance as per manufacturers recommended schedules as well service maintenance based on customer's (ADOE) "Will Call" Service Maintenance response time section.
- B. Service maintenance shall include, as a minimum, all routine cleaning, lubrication, adjustments, systems diagnostic test, hardware/software component/part replacements (when required), hardware retrofits and software upgrades as made available by the manufacture (see equipment hardware retrofits and software upgrades). Pricing specified herein shall be inclusive of all labor, technical support, equipment (including drums and masters, or like transfer parts, P.M. kits, materials, parts, hardware and software, consumable supplies (with the exception of paper and staples), travel, per diem, and services required to maintain all equipment and their operation with OEM parts and supplies.
- C. Equipment Hardware Retrofits and Software Upgrades: All hardware retrofits and software upgrades offered by the manufacturer during the term of this contract shall be provided at no charge to the ADE. The contractor shall notify the State of such hardware retrofits and software upgrades within thirty (30) days of notice from the equipment manufacturer. Further, the contractor shall schedule installation of such equipment retrofits and software upgrades within a mutually agreed upon time frame (between the contractor and the ADE).
- D. All consumable supplies (i.e. toners, developers, fusers, etc) with the exception of paper and staples, must be OEM and shall be supplied to the ADE within mutually agreeable timeframes at inventory levels required to maintain equipment operation during the print shops normal business hours at the production (estimated monthly volume) levels specified herein. Paper and staples shall not be part of this contract's extended service maintenance program.
- E. Should the contractor fail to maintain an adequate supply of all consumable supplies to the ADE, the ADE shall reserve the right to purchase these items from a third party. In the event that the ADE has to exercise this option, the contractor shall be responsible for full reimbursement to the ADE.
- F. The contractor shall not initiate any automatic maintenance renewals or require the ADE to sign the contractor's maintenance agreement (strictly prohibited by the State). Authorization for extended service maintenance shall be made solely by the issuance of a contract release order/purchase order that cites the correct State contract number (signed by an authorized agent of the ADE).
- G. Service Maintenance Periods:

Year 1 service maintenance: Shall commence on the first day following the initial 90-day warranty period and shall continue through June 30, 2008.

Year 2 service maintenance: Shall commence on the first day following the end of year 1 service maintenance

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and shall continue for a period of 12 months thereafter.

Year 3 service maintenance: Shall commence on the first day following the end of year 2 service maintenance and shall continue for a period of 12 months thereafter.

Year 4 service maintenance: Shall commence on the first day following the end of year 3 service maintenance and shall continue for a period of 12 months thereafter.

Year 5 service maintenance: Shall commence on the first day following the end of year 4 service maintenance and shall continue for a period of 12 months thereafter.

H. Service Technician Response times "Will Call":

1. Customer "Will Call" service maintenance shall be performed during the ADE normal print shop hours of 6:00 a.m. to Midnight, Monday through Saturday.
2. The contractors service maintenance technicians shall respond by phone within two (2) hours and will be on site for all "will call" requests within four (4) hours of initial agency notification.
3. The contractor shall provide a 24 hour, 7 day per week service hot line (telephone access) to the ADE for the purpose of providing technical assistance to correct minor equipment problems, to answer questions relating to operational procedures concerning the equipment and to schedule "Will Call" service.

13. **Shipping Terms.** Bid price(s) and terms shall be F.O.B. Destination at:

Arizona Department of Education
1535 West Jefferson Street
Phoenix, Arizona 85009

14. **Delivery and Installation**

- A. Delivery is desired as soon as possible, but **REQUIRED** no later than thirty (30) days after Contractor's receipt of a purchase order or contract release order.
- B. Supplies or equipment shall be delivered between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, except on State recognized holidays. *Invoices are to be sent to a separate address, see Paragraph 21 below.*
- C. The Contractor shall be responsible to install and present for inspection all equipment in a complete and ready-for-use condition with all components functioning, cleaned and tested.

15. **Acceptance** Each item delivered will be subject to a complete inspection by ADE prior to acceptance. Inspection criteria shall include, but not limited to, conformity to the Specifications, mechanical integrity, quality, workmanship and materials.

16. **Training**

1. Contractor shall provide, within 30 days from equipment purchase, a comprehensive "hands on" training program for 6 each ADE print shop employees for all equipment purchased.
2. The training program shall, at a minimum, cover proper use of all equipment/options/accessories as specified by the equipment Manufacturer in any equipment owner's manuals.
3. Upon completion of contractor training, the selected ADE print shop personnel shall be able to demonstrate their ability to properly operate the equipment/options/accessories. Those who are not able to demonstrate such abilities shall be sufficiently re-trained until they can exhibit their ability to properly operate the

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equipment/option/accessories.

4. All cost associated with equipment training shall be included in the equipment purchase price. No additional training charges will be allowed.

17. Down-Time Equipment Replacement

- A. The contractor shall provide the ADE access to, or the replacement thereof, of equivalent equipment should any contracted equipment be out of service for more than a 24 hour period.
- B. The equivalent replacement equipment shall be supplied at no additional cost to the ADOE and shall remain available for agency use until all repairs have been completed and the contracted equipment is back up and performing to OEM standards.
- C. Should the contractor fail to service or repair equipment or provide equivalent replacement equipment within the timeframes established herein, the ADE reserves the right to secure replacement printing services from a third party. In the event that the ADE elects to exercise this option, the contractor shall be responsible for reimbursement of the actual cost incurred by the ADE for third party printing service.

18. **Report Standards** Reports or written materials prepared by the Contractor in response to the requirements of this Contract shall be thoroughly researched for accuracy of content, shall be grammatically correct and not contain spelling errors, shall be submitted in a format approved in advance by the Procurement Officer, and shall be submitted in draft form for advance review and comment by the Procurement Officer, if necessary or specified. The cost of correcting grammatical errors, correcting report data, or other revisions required to bring the report or written material into compliance with the Contract requirements shall be borne by the Contractor.

19. Offshore Performance of Work Prohibited

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. Offerors shall declare all anticipated offshore services in the proposal.

20. Federal Immigration and Nationality Act:

The contractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine that the contractor and/or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to; suspension of work, termination of the contract for default and suspension and/or debarment of the contractor.

21. Pricing

Service maintenance pricing shall be separate and independent from all equipment sale pricing. Billing and Payment for service maintenance (upon agency/entity initiation) shall be made in arrears.

Service maintenance pricing shall be based on a flat monthly cost per copy rate for all copies, paid quarterly. No base

SECTION 2 SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED07-0046

Version 7

charges or up-charges for options are allowed.

The contractor may offer, at any time during the contract period, a cost per copy discount for actual copies ran over a mutually agreed upon monthly quantity threshold (e.g... 0040 up to 10,000 copies and .0035 for every copy thereafter).

Submit invoices to the following address:

Arizona Department of Education
Accounting, Bin #1
1535 West Jefferson Street
Phoenix, Arizona 85007

22. Contract Administration

- A.** Address to which Contractor payment(s) should be mailed, if different than that listed on the Offer and Award Form.

(Company Name)

(Street Address)

(City & State) (Zip Code)

- B.** Contractor representative to contact for contract administration purposes:

(Name and Title)

(Street Address)

(City & State) (Zip Code)

(Telephone & Facsimile Numbers)

(E-Mail Address)

SECTION 2
SPECIAL TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

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- C. The ADE representative to contact for technical or programmatic matters concerning contract performance (NOTE: this person is not authorized to direct contractor performance or make changes in contract requirements.)

Jill Stephens
Administrative Services Officer
1535 West Jefferson Street, #54
Phoenix, AZ 85007
Phone: (602) 542-1567
E-mail: Jill.Stephens@azed.gov

- D. All contract administration matters will be managed by the Procurement Officer named below. All correspondence concerning this contract shall be directed to this individual.

Richard Adickes
Contracts Management Unit, Bin #37
1535 West Jefferson Street
Phoenix, Arizona 85007
Phone: (602) 364-2517
FAX: (602) 364-0598
E-Mail: Richard.Adickes@azed.gov

SECTION 3 UNIFORM TERMS AND CONDITIONS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED07-0046

Version 7

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:
 - A. “Attachment” means any item the Solicitation requires the Offeror to submit as part of the Offer.
 - B. “Contract” means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
 - C. “Contract Amendment” means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. “Contractor” means any person who has a Contract with the State.
 - E. “Days” means calendar days unless otherwise specified
 - F. “Exhibit” means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - G. “Gratuity” means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - H. “Materials” means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
 - I. “Procurement Officer” means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or their designee.
 - J. “Services” means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
 - K. “Subcontract” means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - L. “State” means the State of Arizona and Department or Agency of the State that executes the Contract.
 - M. “State Fiscal Year” means the period beginning with July 1 and ending June 30.
2. Version 7.0 of the State of Arizona’s Uniform Terms and Conditions is hereby incorporated by reference. These documents may be accessed through State Procurement Office website by accessing the internet at (<http://www.azspo.az.gov/PoliciesDocuments/>) or by calling either, State Procurement Office at 602-542-5511 or the Arizona Department of Education at 602-364-2517. ***It is the Offeror’s responsibility to obtain the current revision of the documents.***

SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED07-0046

1. **Definition of Terms Used in These Special Instructions.** As used in these instructions, the following terms, in addition to those terms defined in Section 1, Paragraph 1, have the following meaning:
 - A. “ADE” means the Arizona Department of Education.
 - B. “Department” means the Arizona Department of Education.
2. **Required Information.** The following shall be submitted concurrent with and as part of the Offer.
 - A. Offer and Award Form;
 - B. Special Terms and Conditions, Pp 22.A and B
 - C. Attachment 6.1, Prices;
 - D. Attachment 6.2, Offeror’s References;
 - E. Attachment 6.3, Offeror’s Organization;
 - F. Attachment 6.4, Offeror’s Personnel Qualifications;
 - G. Attachment 6.5, Offeror’s Financial Disclosure;
 - H. Attachment 6.6, Sole Proprietor Certificate Waiver (if applicable);
 - I. Attachment 6.7, State of Arizona Substitute W-9 Form; and
 - J. Solicitation Amendments (if any);
3. **Authorized Signature.**
 - A. For any document that requires the Offeror’s signature, the signature provided must be that of the Owner, Partner or Corporate Officer duly authorized to sign contractual agreements. Additionally, if requested by ADE, disclosure of ownership information shall be submitted.
 - (1) Privately Owned: The Owner must sign the contract.
 - (2) Partnership: A Partner must sign the contract.
 - (3) Corporation: A Corporate Officer must sign the contract.
 - B. If a person other than these specified individuals signs the contract, a Power of Attorney indicating the employee’s authority must accompany the contract. All addenda to the contract shall be signed by the authorized individual who signed the contract except that they may be signed by a duly authorized designee.
4. **Offer Evaluation.** In accordance with Arizona Procurement Code, §41,2533, Competitive Sealed Bids, award of a contract shall be made to the lowest responsive and responsible offeror whose offer conforms in all material respects of the requirements and criteria set forth in this Solicitation.

SECTION 4 SPECIAL INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED07-0046

5. **Inclusive Offeror.** Offeror(s) are encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. Offerors who are committing a portion of their work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning your organization's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
6. **Federal Immigration and Nationality Act:** By submission of the offer, the offeror warrants that both it and all proposed subcontractors are and shall remain in compliance with all federal, state and local immigration laws and regulations relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.
7. **Certificate of Insurance Form.** ADE recommends that the Offeror consider using the sample Certificate of Insurance included in this Solicitation as Exhibit 7.1. If the Offeror wishes, it may submit a substantially similar Certificate of Insurance. If the Offeror so elects, the proposed Certificate of Insurance shall be submitted to ADE for review and approval.
8. **Brand Name or Equal Description.** The equipment described within this solicitation has been designated as "Brand Name or Equal". Offerors must provide manufacturer's descriptive literature to support bids for equipment other than that described in the Specifications.
9. **Descriptive Literature.** Offerors shall include complete manufacturer's descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the proposal being rejected.

SECTION 5 UNIFORM INSTRUCTIONS TO OFFERORS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED07-0046

Version 6

1. **Definition of Terms.** As used in these Instructions, the terms listed below are defined as follows:
 - A. "Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.
 - B. "*Contract*" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments; and any terms applied by law.
 - C. "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
 - D. "*Days*" means calendar days unless otherwise specified.
 - E. "*Exhibit*" means any item labelled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
 - F. "*Gratuity*" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
 - G. "*Offer*" means bid, proposal or quotation.
 - H. "*Offeror*" means a vendor who responds to a Solicitation.
 - I. "*Procurement Officer*" means the person duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract or his or her designee.
 - J. "*Solicitation*" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").
 - K. "*Solicitation Amendment*" means a written document that is authorized by the Procurement Officer and issued for the purpose of making changes to the Solicitation.
 - L. "*Subcontract*" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
 - M. "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.
2. Version 7.1 of the State of Arizona's Uniform Instructions to Offerors is hereby incorporated by reference. These documents may be accessed through State Procurement Office website by accessing the internet at (<http://www.azspo.az.gov/PoliciesDocuments/>) or by calling either, State Procurement Office at 602-542-5511 or the Arizona Department of Education at 602-364-2517. ***It is the Offeror's responsibility to obtain the current revision of the documents.***

ATTACHMENT 6.1
PRICES/DELIVERY SCHEDULE

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED07-0046

1. EQUIPMENT PRICE

A. Canon CLC5100 as defined in the SPECIFICATIONS, including ninety (90) day full warranty. \$ _____

B. Canon ImageRunner 7105 as defined in the SPECIFICATIONS, including ninety (90) day full warranty \$ _____

_____ %* Arizona Sales Tax, State and City*
(Equipment Only) \$ _____

Total Equipment Cost \$ _____

NOTE: If bidding "Equal" equipment, adequate documentation must be provided to allow the State to evaluate the equipment.

2. SERVICE MAINTENANCE

YEAR 1 (End of Warranty Period through 6/30/2007) (Price per copy) \$ _____

YEAR 2 (Price per copy) \$ _____

YEAR 3 (Price per copy) \$ _____

YEAR 4 (Price per copy) \$ _____

YEAR 5 (Price per copy) \$ _____

3. EQUIPMENT RELOCATION

A. Relocation of Canon CLC5000 (Serial Number MSU-00175) as outlined in the SPECIFICATIONS. \$ _____

B. Relocation of Canon CLC3200 (Serial Number MSK-01692) as outlined in the SPECIFICATIONS. \$ _____

If payment is made within _____ calendar days after acceptance of goods and/or services, the above quoted price, excluding sales tax, shall be discounted by _____. (Refer to Uniform Instructions To Offerors for discount requirements.)

Notice: If the transaction privilege (sales) taxes are not described and itemized on the offer, the State will assume that the price(s) offered includes all applicable taxes.

ATTACHMENT 6.2
OFFEROR'S REFERENCES

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED07-0046

OFFERORS SHALL PROVIDE A MINIMUM OF THREE (3) REFERENCES.

1. Company/Organization _____
 - A. Address _____

 - B. Point of Contact/Phone # _____
 - C. Description of Services and When Provided _____

2. Company/Organization _____
 - A. Address _____

 - B. Point of Contact/Phone # _____
 - C. Description of Services and When Provided _____

3. Company/Organization _____
 - A. Address _____

 - B. Point of Contact/Phone # _____
 - C. Description of Services and When Provided _____

ATTACHMENT 6.3 OFFEROR'S ORGANIZATION

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED07-0046

INSTRUCTIONS:

Offerors shall complete each item, using attachments where necessary. Attachments shall indicate the item number and heading being referenced as it appears below. Failure to make full and complete disclosure may result in the rejection of offers as unresponsive.

1. If other than a government agency

- A. When was the Offeror's firm formed? _____
- B. If the Offeror's firm is incorporated, provide a list of the names and addresses of the Board of Directors.
- C. Provide a current organizational chart, setting forth lines of authority, responsibility, and communications in accordance with the policies of the governing body.

YES **NO**

2. Administrative Agent

Is the Offeror acting as an administrative agent for any other agency, firm, or governmental agency? *(If YES, provide a description of the relationship in both, legal and functional aspects.)*

☐

☐

3. Civil Rights Compliance Data

Has any Federal or State agency ever made a finding of noncompliance with any relevant civil rights requirements with respect to the Offeror's business activities? *(If YES, provide an explanation.)*

☐

☐

4. Prior Felony Conviction(s)

Has the Offeror, its major stockholders with a controlling interest, or its officers been the subject of criminal investigations or prosecutions or convicted of a felony? *(If YES, provide an explanation.)*

☐

☐

5. Suspension or Exclusion From Federal or State Program(s)

Has the Offeror ever been suspended or excluded from any Federal or State Government program for any reason? *(If YES, provide an explanation.)*

☐

☐

6. Does the Offeror have sufficient funds to meet obligations on time under the contract while awaiting payment from ADE? *(If NO, provide an explanation.)*

☐

☐

7. Have any licenses ever been denied, revoked or suspended or provisionally issued within the past five (5) years? *(If YES, provide an explanation.)*

☐

☐

ATTACHMENT 6.3
OFFEROR'S ORGANIZATION

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED07-0046

- | | | <u>YES</u> | <u>NO</u> |
|----|---|--------------------------|--------------------------|
| 8. | Has the Offeror or the Offeror's firm terminated any contracts, had any contracts terminated, or been involved in contract lawsuits? <i>(If YES, provide an explanation.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 9. | Does the Offeror, its staff, relatives, or voting members of the Board of Directors maintain any ownership's, employment's, public and private affiliations or relationships which may have substantial interest (as defined in A.R.S. 38-502, Conflict of Interest) in any contract, sale, purchase, or service involving ADE? <i>(If YES, provide a full explanation of the situation.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |

ATTACHMENT 6.4
OFFEROR'S PERSONNEL QUALIFICATIONS

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED07-0046

INSTRUCTIONS:

Complete a separate resume, specifically addressing each of the items listed below, for each person who will be proposed to fill the required positions as listed below. If attachments are used, indicate the item number and heading being referenced as it appears below. Attach to each form, the person's resume, current job description, and position(s) for which the person is proposed.

1. Name of Person.
2. Proposed position for contract service.
3. Position currently held in firm ☐ Owner/Partner
☐ Other _____
4. Number of years with firm.
5. Number of years of consulting experience within the established labor category.
6. Summarize the experience of the above-named person where applicable to the labor category in the following areas:
 - A. Methodology;
 - B. Modeling Tools;
 - C. Project Management;
 - D. Facilitation;
 - E. Financial Analysis.
7. Describe any related education and training (identify degree(s), certification(s), license(s), and professional affiliation(s)).
8. Specify any area(s) of _____ expertise.
9. Based on the area(s) of expertise specified in Paragraph 6, above, identify the primary function(s) of this person in terms of providing the services required by this solicitation.
10. Indicate the percentage of time this person WILL be assigned to work under any contract resulting from this solicitation.

ATTACHMENT 6.5
OFFEROR'S FINANCIAL DISCLOSURE

ARIZONA DEPARTMENT OF EDUCATION
Contracts Management Unit
1535 West Jefferson Street, Bin #37
Phoenix, Arizona 85007

SOLICITATION NO. ED07-0046

INSTRUCTIONS

Complete each item, using attachments where necessary. If attachments are used, indicate the item number and question being referenced as it appears below.

| | <u>YES</u> | <u>NO</u> |
|---|--------------------------|--------------------------|
| 1. Does the Offeror's firm prepare a public annual financial statement? <i>(If YES, provide a copy of the MOST RECENT annual financial statement with proposal.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. Is the Offeror's firm audited by an independent auditor? <i>(If YES, answer A thru D below.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| A. How often are audits conducted? _____ | | |
| B. By whom are they conducted: _____ _____ | | |
| C. Are management letters or internal controls issued by the auditing firm? <input type="checkbox"/> | | <input type="checkbox"/> |
| D. Does the Offeror's firm have any uncorrected audit exceptions? | <input type="checkbox"/> | <input type="checkbox"/> |
| 3. Are there any suits, judgments, tax deficiencies, or claims pending against the Offeror's firm? <i>(If YES, answer A and B below.)</i> | <input type="checkbox"/> | <input type="checkbox"/> |
| A. What is the dollar amount? \$ _____ | | |
| B. In which state(s)? _____ | | |
| 4. Has the Offeror's firm ever gone through bankruptcy? <input type="checkbox"/> | | <input type="checkbox"/> |

ATTACHMENT 6.6



ARIZONA DEPARTMENT OF ADMINISTRATION RISK MANAGEMENT SECTION

1818 WEST ADAMS
PHOENIX, ARIZONA 85007
FAX 542-1982

SOLE PROPRIETOR WAIVER

NOTE: THIS FORM APPLIES ONLY TO STATE OF ARIZONA AGENCIES, BOARDS, COMMISSIONS AND UNIVERSITIES UTILIZING SOLE PROPRIETORS WITH NO EMPLOYEES. IF YOU ARE CONTRACTING WITH A CORPORATION, LIMITED LIABILITY COMPANY, PARTNERSHIP OR SOLE PROPRIETORS WITH EMPLOYEES, THIS FORM DOES NOT APPLY.

The following is a written waiver under the compulsory Workers' Compensation laws of the State of Arizona, A.R.S. §23-901 (et. seq.), and specifically, A.R.S. §23-961(L), that provides that a Sole Proprietor may waive his/her rights to Workers' Compensation coverage and benefits.

I am a sole proprietor and I am doing business as _____ (name of Sole Proprietors Business). I am performing work as an independent contractor for the State of Arizona, _____, for Workers' Compensation purposes, and therefore, I am not entitled to Workers' Compensation benefits from the State of Arizona, _____.

I understand that if I have any employees working for me, I must maintain Workers' Compensation insurance on them.

Name of Sole Proprietor: _____
Social Security Number: _____ Telephone #: _____
Street Address/P.O. Box: _____
City: _____ State: _____ Zip Code: _____
Signature of _____
Sole Proprietor: _____ Date: _____

Agency: Arizona Department of Education Agency #: 455
Signature of Agency _____
Contract Administrator: _____ Date: _____

Both signatures must be signed and the completed form submitted to the State of Arizona, Department of Administration, Risk Management Section, Insurance Unit, 1818 W. Adams, Phoenix, Az 85007. An authorized Risk Management Representative will sign and return to the agency to be maintained in their records.

Signature of Risk Management Authorized Signer

Date

ATTACHMENT 6.7
Solicitation No. ED07-0046

DO NOT SEND TO IRS

Vendor MUST Print
or Type information

STATE OF ARIZONA
SUBSTITUTE W-9 & VENDOR AUTHORIZATION FORM

DO NOT SEND TO IRS

Vendor MUST Print
or Type information

☒ Taxpayer Identification Number (TIN) ☐ TIN Type ☐ Employer Identification Number (EIN) ☒ State of Arizona HRIS EIN
State of Arizona Employees ONLY ☐ Social Security Number (SSN)

☒ Legal Name
Must match TIN above

☒ Entity Type **Select one of the following**

- ☐ Corporation (NOT providing health care, medical or legal services) (5A)
☐ Corporation (providing health care, medical or legal services) (5M)
☐ Partnership, LLP (5T)
☐ PLLC, LLC (5C)
☐ Individual/Sole Proprietor (6I)
☐ The US or any of its political subdivisions or instrumentalities (2G)
☐ A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
☐ Tax-exempt organization under IRC §501 (5O)
☐ An international organization or any of its agencies or instrumentalities (5U)
☐ State of Arizona employee (1E)
☐ Other, Tax reportable entity (5P)

☒ Minority Business Indicator **Select one of the following**

- ☐ Small Business (01)
☐ Small Business- African American (23)
☐ Small Business- Asian (24)
☐ Small Business- Hispanic (25)
☐ Small Business- Native American (27)
☐ Small Business- Other Minority (05)
☐ Small, Woman Owned Business (06)
☐ Small, Woman Owned Business- African American (29)
☐ Small, Woman Owned Business- Asian (30)
☐ Small, Woman Owned Business- Hispanic (31)
☐ Small, Woman Owned Business- Native American (33)
☐ Small, Woman Owned Business- Other Minority (11)
☐ Woman Owned Business (03)
☐ Woman Owned Business- African American (17)
☐ Woman Owned Business- Asian (18)
☐ Woman Owned Business- Hispanic (19)
☐ Woman Owned Business- Native American (21)
☐ Woman Owned Business- Other Minority (08)
☐ Minority Owned Business- African American (04)
☐ Minority Owned Business- Asian (32)
☐ Minority Owned Business- Hispanic (74)
☐ Minority Owned Business- Native American (15)
☐ Minority Owned Business- Other Minority (02)
☐ Non-Profit, IRC §501(c) (88)
☐ Non-Small, Non-Minority or Non-Woman Owned Business (00)

☒ Main Address **Where tax information and general correspondence is to be mailed**

DBA/Branch/Location
Address
Address continued
City State Zip code

☒ Remit to Address ☐ Same as Main

DBA/Branch/Location
Address
Address continued
City State Zip code

☒ Contact Information

Name
Phone # EXT
Fax
email

☒ Certification

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
3. I am a U.S. person (including U.S. resident alien).

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature Title Date

STATE OF ARIZONA AGENCY USE ONLY

VENDOR: DO NOT WRITE BELOW THIS LINE

AGY Agency Authorization Phone # Date

STATE OF ARIZONA GAO USE ONLY

VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

☐ IRS TIN Matching ☐ Corporation Commission ☐ HRIS ☐ Other ☐ Other

Vendor Number MC Processed by Date Processed

ATTACHMENT 6.8
Solicitation No. ED07-0046

OFFEROR'S CHECKLIST

Instructions: Offerors must submit the items listed below. In the column titled "Offeror's Page #", the Offeror must enter the appropriate page number(s) from its Proposal where the ADE evaluators may find the Offeror's response to that requirement.

| Required Item | Solicitation Reference: | Offeror's Proposal Page #: |
|--|--------------------------------|-----------------------------------|
| 1. Offer and Award Form Signed | Page 1 | |
| 2. Contract Administration | Section 2, ¶¶ 22.A & B. | |
| 2. Offeror's Prices | Attachment 6.1 | |
| 3. Offeror's References | Attachment 6.2 | |
| 4. Offeror's Organization | Attachment 6.3 | |
| 5. Offeror's Personnel Qualifications | Attachment 6.4 | |
| 6. Offeror's Financial Disclosure | Attachment 6.5 | |
| 7. Sole Proprietor Certificate Waiver (if necessary) | Attachment 6.6 | |
| 8. Arizona Substitute W-9 Form | Attachment 6.7 | |
| 9. Offeror's Checklist | Attachment 6.8 | |
| | | |
| | | |

EXHIBIT 7.1**CERTIFICATE OF INSURANCE****CONTRACT NO. ED07-0046****VENDOR:****ARIZONA DEPARTMENT OF
EDUCATION****CONTRACTS MANAGEMENT UNIT****1535 WEST JEFFERSON, Bin 37****PHOENIX, ARIZONA 85007****(602) 542-6537**

PRIOR TO COMMENCING SERVICES UNDER THIS CONTRACT, THE CONTRACTOR MUST FURNISH THE STATE, CERTIFICATION FROM INSURER(S) FOR COVERAGES IN THE MINIMUM AMOUNTS AS STATED BELOW. THE COVERAGES SHALL BE MAINTAINED IN FULL FORCE AND EFFECT DURING THE TERM OF THIS CONTRACT, AND SHALL NOT SERVE TO LIMIT ANY OTHER CONTRACTOR OBLIGATIONS.

| | | | | | |
|--|---------------|----------------|--|---------------|---------------------|
| NAME AND ADDRESS OF INSURANCE AGENCY: | | COMPANY LETTER | COMPANIES AFFORDING COVERAGE: | | |
| | | A | | | |
| | | B | | | |
| NAME AND ADDRESS OF INSURED: | | C | | | |
| | | D | | | |
| LIMITS OF LIABILITY MINIMUM – EACH OCCURRENCE | | COMPANY LETTER | TYPE OF INSURANCE | POLICY NUMBER | DATE POLICY EXPIRES |
| BODILY INJURY: | | | COMPREHENSIVE GENERAL LIABILITY FORM PREMISES OPERATIONS CONTRACTUAL INDEPENDENT CONTRACTORS PRODUCTS/COMPLETED OPERATIONS HAZARD PERSONAL INJURY BROAD FROM PROPERTY DAMAGE EXPLOSION & COLLAPSE (IF APPLICABLE) UNDERGROUND HAZARD (IF APPLICABLE) | | |
| PER PERSON | \$ 100,000.00 | | | | |
| EACH OCCURRENCE | \$ 500,000.00 | | | | |
| PROPERTY DAMAGE | \$ 100,000.00 | | | | |
| OR | | | | | |
| BODILY INJURY | \$ 100,000.00 | | | | |
| AND | | | | | |
| PROPERTY DAMAGE | | | | | |
| COMBINED | | | | | |
| SAME AS ABOVE | | | COMPREHENSIVE AUTO LIABILITY INCLUDING NON-OWED (IF APPLICABLE) | | |
| NECESSARY IF UNDERLYING IS NOT ABOVE MINIMUM | | | UMBRELLA LIABILITY | | |
| STATUTORY EACH ACCIDENT | \$ 100,000.00 | | WORKMEN'S COMPENSATION AND EMPLOYER'S LIABILITY | | |
| | | | OTHER | | |
| STATE OF ARIZONA AND THE DEPARTMENT NAMED ABOVE ARE ADDED AS ADDITIONAL INSURED AS REQUIRED BY STATUTE, CONTRACT, PURCHASE ORDER OR OTHERWISE REQUESTED. IT IS AGREED THAT ANY INSURANCE AVAILABLE TO THE NAMED INSURED SHALL BE PRIMARY OF OTHER SOURCES THAT MAY BE AVAILABLE. | | | IT IS FURTHER AGREED THAT NO POLICY SHALL EXPIRE, BE CANCELED OR MATERIALLY CHANGED TO AFFECT THE COVERAGE AVAILABLE TO THE STATE WITHOUT THIRTY (30) DAYS WRITTEN NOTICE TO THE STATE. THIS CERTIFICATE IS NOT VALID UNLESS COUNTERSIGNED BY AN AUTHORIZED REPRESENTATIVE OF THE INSURANCE COMPANY. | | |
| NAME AND ADDRESS OF CERTIFICATE HOLDER: | | | DATE ISSUED _____ | | |
| | | | _____ AUTHORIZED REPRESENTATIVE | | |

END OF SOLICITATION NO. ED07-0046